



General Banking Terms and Conditions - GBTC

Personal Banking For Dedicated Shareholders, Investors and Investing Corporations

Scope of our own advice and financial planning objectives

Your adviser is independent and acts on your behalf as your agent. Your adviser is therefore able and obligated to provide unbiased and unrestricted advice on investment banking and related products based on a comprehensive and fair analysis of the market.

We are permitted to give advice on investment banking, general insurance and ancillary financial service and arrange transactions in these products and services as the case may be. For investment products, this will include not just packaged products, but also structured products, all investment trusts and any other investments that offers exposure to underlying assets, but in a packaged form which modifies that exposure compared with direct holding in the financial asset.

In order to provide you with personal financial advice and recommendations suitable for your particular circumstances we will undertake a 'fact find' to gather the appropriate information to assess your needs.

We will then be able to set out clearly your financial planning objectives based on your stated objectives, acceptable level of risk and any restrictions you wish to place on the type of policies you are willing to consider.

You hereby acknowledge that in the event of the bank assisting you in the completion of any investment or insurance application or policy proposal forms that you will in any event continue to bear full responsibility for the accuracy and completeness of the information entered on such forms.

The address for the bank, **Universal Banks – UB** is **Paphos Banking Center, 20 Griva Digeni Ave., CY - 8061 Paphos, Cyprus**. If the need to get in touch arises, please visit our website – universalbanks.com and view our other contact information and use as it suits you most.

General terms and following conditions

Client classification and categorization

The type of client category will determine the levels of protection afforded to you under the **Financial Services Act**.

The bank proposes to classify you in accordance with the **Financial Conducts Authority** rules as a **Retail Client** and the regulatory protection available to you will be the highest available. This agreement is personal to you and not assignable.

We may accept instructions from and give information to third parties or your other advisers on your behalf where you have confirmed in writing we may do so. We cannot accept any responsibility for errors in information supplied by such persons.

Where you are a trustee, director or officer of any trust, corporation or LLC requiring advice you warrant to us that you have full authority to act on behalf of the same and there are no restrictions on the limits of our advice of which we have not been made aware.

We will not be responsible for advising on compliance with your trust, trustee, director or officer obligations.

Cost of our services to you

You will pay for our services by either a fee or a combination of fee and - or fee by payment facilitation through product charging. We will discuss your payment options with you and answer any questions you which you may have. We will not charge you until we have agreed with you how we are to be paid.

For payment options relating to investment advice, please refer to any of our web-based administrators. **Value Added Tax – VAT** may be payable on some or all of the work we do. We will inform you if and where **VAT** is applicable.

Accounting to you

We will make arrangements for all your investments policies and - or contracts to be registered in your name unless you first instruct us otherwise in writing or any verifiable means available and convenient for you.

You have a right to request for copies of contract notes and entries in our records in relation to transactions on your behalf with a little charge which depends on your investment portfolio. In that request we reserve the right to give you copies of such documents rather than access to the original records. We will forward to you all documents showing ownership of your investments policies and - or contracts as soon as possible after we receive them.

Where a number of documents relating to a series of transactions is involved, we will normally hold each document until the series is complete and then forward them to you.

Cancellation rights

The cancellation rights for each individual policy you have been advised on will be explained to you by our supportive and concerned web-based administrator before or at the time you confirm or carry out the transaction.

Material interests

We are not connected to any product provider, but occasions can arise where we, or one of our other customers, will have some form of interest in business, which we are transacting for you. If this happens, or we become aware that our interests or those of one of our other customer's conflicts with your interests, we will inform you in writing and obtain your consent before we carry out your instructions. There may be occasions when we will be unable to act for one of the parties.

As a consequence of such potential conflicts arising, we have put arrangements in place to ensure our clients are treated fairly. We have also implemented a conflicts of interest policy to help us manage such risks, which you may access on request.

Where an advisory bank works in a partnership with a discretionary manager, appropriate agreements must be in place. Should a recommendation be made to appoint us to act as a discretionary manager for any proposed investment a formal discretionary management agreement will be required that sets out how your investments will be managed.

We recognize the potential conflict of interest operating within a group structure, and maintain robust systems and controls to mitigate the risks.

Risk warning notices

Relevant risk warnings will be advised to you throughout the financial planning process and in maybe, your suitability report. The value of investments may go down as well as up, and you may not get back the amount invested.

Levels of income from investments may fluctuate. We cannot be held liable for any depreciation in the value of investments arranged for you. Non- readily realizable investments will generally have a restricted market, and therefore it may be difficult to deal in that investment or to obtain reliable information about its value.

For insurance products, your insurance policy may lapse if you do not keep up to date with regular premium payments and you may not be covered if a claim is made.

Termination of authority

You or we may terminate our authority and - or this agreement to act on your behalf at any time without penalty. Notice of this termination must be given in writing and will take effect from the date of receipt. Termination is

without prejudice to any transactions already initiated which will be completed according to this client agreement unless otherwise agreed in writing.

You will be liable to pay for any transactions made prior to termination and any fees which may be outstanding.

Data protection and anti-money laundering

We are registered under the **Data Protection Act**. You acknowledge and understand that we keep personal and financial information with regard to your circumstances on file as required to be able to advise you as to your financial planning needs.

We cannot be held responsible for the information held on your file being inaccurate due to your failing to inform us of a change of circumstances.

Where business services are provided to us by third parties then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions such as processing business, and obtaining compliance and regulatory advice you agree that personal information held by us may be disclosed on a confidential basis, and in accordance with the **Data Protection Act**, to such third parties. You agree that this information may be transferred electronically. You also agree that we or any such third party may contact you in future by any means of communication which we or they consider appropriate at the time.

We keep records of our business transactions with you for at least **five years**.

Blocking payments and services

We can block any payment device and your access to related services if we reasonably believe it is necessary because of either a significantly increased risk that you may be unable to pay any money you owe us on the relevant account or suspected fraudulent or criminal use of the payment device or security concerns, for instance, if we know or suspect your payment device or security details have been misused. If we do this, we will usually let you know why immediately afterwards, unless we are prevented by law or any regulation or for security reasons. We will unblock the payment device as soon as the reason for blocking it ends.

Your account or accounts may be temporarily or permanently suspended for breach of the agreements we have with you and failure to adhere to the bank directives and instructions which are meant to ensure a smooth running of the bank and has every likelihood to obstruct the delivery of the services of which we are responsible for to our clients.

Governing law and jurisdiction liability

You agree to indemnify us in relation to any acts; proceedings or claims which we incur directly or indirectly as a result of our acting under this agreement save that this indemnity shall not apply to the extent it arises out of our negligence, fraud, breach of this agreement or our regulatory responsibilities.

We reserve the right to amend this agreement at our discretion where changes in regulation or law necessitate by giving you notice in writing.

You will also be given the option to accept our new agreements or terminate our authority.

Your consent

This is an agreement upon which we intend to rely. For your own benefit and protection, you should read these terms carefully, if possible, before signing up an account with us. If you do not understand any point, please ask for further information.

On agreeing to sign up and account with us, you understand and consent to the terms of this agreement and hereby authorise the transfer of information, as described above, on a confidential basis when warranted between any concerned third parties.

Accessibility

If you need any of this information in a different format, please let us know. This includes large print, braille, or audio. You can speak to us using the live chat on our website or by giving us a call.

There are also lots of other options available to help you communicate with us. Some of these are provided by third parties who are responsible for the service.